

**AGREEMENT
BETWEEN
THE WASHINGTON INTERNATIONAL SCHOOL,
THE FRIENDS OF TREGARON FOUNDATION, INC. AND
ADVISORY NEIGHBORHOOD COMMISSION 3C**

THIS AGREEMENT, made as of May 20, 2005, is made by and between Friends of Tregaron Foundation, Incorporated (FOT), a District of Columbia nonprofit corporation, Washington International School (WIS or School), a District of Columbia nonprofit corporation and Advisory Neighborhood Commission 3-C (ANC-3C) (collectively the "Parties").

In consideration of the mutual promises contained herein, and other good and valuable consideration, the adequacy of which is acknowledged by the Parties, it is agreed as follows:

I. PRINCIPLES

WIS, FOT and ANC-3C agree that the preservation of Tregaron Estate, the operation of the School and the stabilization of the neighborhood surrounding Tregaron are important and mutually compatible goals. WIS, FOT and ANC 3-C agree to work together to assure these goals are met.

II. TERMS OF AGREEMENT

**A. WASHINGTON INTERNATIONAL SCHOOL, FRIENDS OF
TREGARON AND ANC-3C AGREE TO THE FOLLOWING TERMS:**

1. ZONING

- a. WIS shall obey all zoning restrictions.
- b. WIS shall not seek to enlarge its enrollment above 425 students currently located on the School's property ("Property"). (The Property consists of approximately six acres of the Tregaron Estate and is shown on the plans attached hereto as Exhibit "A.") Nor will the School seek to increase its temporary or permanent faculty and staff beyond its current level of 102.
- c. WIS will not seek commercial zoning or any change in its residential use zone.

2. TRAFFIC CONTROL

- a. WIS's access drive shall be clearly marked and maintained as a one-way street. Except as specifically provided in Paragraph II.A.6 ("Construction Management Plan") below with respect to construction activities, the driveway to Macomb Street shall serve as an entrance route only; and the driveway to Klinge Road shall serve as an exit route only. WIS agrees to (i) install and maintain signs indicating such one-way system; and (ii) enforce the one-way flow of traffic at all times (except during construction as provided in Paragraph II.A.6 below).
- b. Unless otherwise agreed with FOT, WIS will provide a person in or near the Macomb Street entrance to direct traffic during peak times (especially during the first month of the School year and during morning arrivals) and other events and functions where one hundred fifty (150) or more motor vehicles are expected to enter or exit School property within any thirty (30) minute period. WIS and FOT agree to assess the state of traffic at the Macomb Street entrance upon the request of FOT and to increase or decrease the presence of the traffic monitor as shall be reasonably required.
- c. WIS and FOT will request immediately a study by DDOT of the feasibility and desirability of reversing the direction of the School's access drive so that the School's entrance is off Klinge Road and its exit is on Macomb Street. This study shall also consider an additional assessment of retaining the current traffic pattern but adopting alternative means of moderating the peak-hour traffic congestion, including, but not limited to, a requirement that all vehicles bringing students to the campus during peak periods enter the campus by traveling east on Macomb Street and making a right turn into the access road.
- d. Should DDOT fail or refuse to provide such a study, WIS and FOT agree jointly to retain a private entity to conduct such a study. The costs of retaining a private entity and the resulting study will be paid for by WIS. Should the study conclude that reversing the direction of the access road is indeed feasible and desirable, WIS and FOT agree to consult on this matter with other relevant neighborhood entities, including but not limited to the Cleveland Park Citizens Association, the Cleveland Park Historic Society, the Woodley Park Community Association, and ANC-3C, and, if a consensus develops that such an action would be feasible and desirable, WIS shall seek the necessary regulatory approvals. Notwithstanding the foregoing, WIS shall not be obligated to take any action with respect to the access road that would cause it to violate or be in default of the terms of any agreement with Tregaron Limited Partnership.

3. PARKING

- a. WIS shall comply with all zoning regulations and provide ample car and bus parking for visitors to all events and functions on the Property. In the event WIS holds more than one event or function at the same time, no simultaneous events shall be held which together generate more than a total of 325 people to the Property at any one time unless the event(s) employ off-campus parking and shuttle buses or other means mutually acceptable to WIS and FOT (in which event the limitation of 325 persons shall be inapplicable). If parking problems persist during larger events (including those events that generate between 175 to 325), the Parties agree to promptly negotiate in good faith to amend this Agreement to provide off-site parking. WIS shall inform students, parents and visitors to avoid parking on Macomb Street. In determining the maximum number of persons allowed on the Property at the same time for simultaneous events, students, faculty and staff who are actively involved in an event and are on campus at least thirty (30) minutes prior to the start of such event shall not be included in the maximum number allowed.
- b. All students (and/or their parents) shall be sent a written notice at least once annually, prior to the start of the WIS academic year, of the one-way driveway system described in Paragraph II.A.2.a.above and all other parking and traffic restrictions and requirements imposed on WIS by this Agreement and by any governmental entity. The annual notice shall also specify that Macomb Street is not to be used as drop-off or pick-up area and that drop-off and pick-up areas are located on the campus. WIS shall monitor Macomb Street at pick-up and drop-off times sufficiently often to discourage violations of this policy. Should the notice-and-monitoring efforts fail to moderate the problem to levels acceptable to FOT, WIS agrees to develop more aggressive enforcement policies. Students, parents and visitors will be urged to avoid parking on Macomb Street during evening events. WIS shall develop parking regulations for students which encourage students to utilize public transportation and carpools. WIS shall study the feasibility of using off-campus parking and shuttle buses for evening events in which the number of anticipated vehicles exceeds the parking capacity of the campus.
- c. The parking lots shall be planned and constructed in a way that will not result in any increased lighting that could adversely impact the neighborhood. All parking lot overhead lights must be designed and built in a manner that will not adversely affect or disrupt the neighbors. WIS shall provide FOT with plans, drawings and specifications of all such lights prior to their installation and shall give appropriate consideration to any responses to such information provided by FOT. In the event that the FOT President notifies WIS on behalf of FOT that lighting, glare or other harmful effects related thereto have been caused by the School, WIS shall take prompt action to eliminate such glare or harmful effects.

- d. WIS shall take all steps necessary to prevent the headlights of any vehicles which park on the Property from shining upon, or in the direction of, Macomb Street property unless such parking spaces are effectively screened by landscaping, walls, fences or other means. The plans for any such screening shall be reviewed and approved by FOT. In the event the President of FOT notifies WIS on behalf of FOT that the screening of the three (3) new parking spaces depicted on Exhibit "B" is ineffective in its implementation, WIS shall post a sign or signs at or near such spaces directing all motor vehicles to back into such spaces.
- e. WIS shall make every effort to see that its landscape master plan that is currently being developed is finished within the next three to six months. Once the landscaping plan has been completed and approved by FOT and ANC-3C, it shall be submitted to DC's Historic Planning Office in conjunction with the School's application for an expanded soccer field. This landscaping plan shall become a part of the final Historic Preservation Review Board's approval of WIS's proposed construction plan. The School shall install and maintain landscaping along the existing and newly planned parking lots and after construction shall take all reasonable steps to ensure that such landscaping prevents the headlights of any vehicles which park on the Property from shining upon Macomb Street property. In the event that FOT determines such landscaping is not effective, FOT shall notify WIS to undertake prompt remedial action. Upon receipt of such notice, WIS shall immediately investigate and take remedial action to improve the landscaping.
- f. On a regular basis, WIS shall remind all visitors to the Tregaron campus about the need to respect and preserve the historic landscaping. No on-site parking (other than construction-related) will be allowed on the lawns or planted areas of the Property.
- g. For purposes of this Agreement, any parking required of or provided by WIS may include parking on portions of the driveway between Macomb and Klingle which are not on the Property provided that WIS has a leasehold or other right to parking places in this location.

4. EVENT LIMITS

- a. WIS agrees that the Arts & Athletics Center, theatre, library and new classroom building will not be rented or used by third parties (e.g., outside groups/ entities) and not used for any commercial purposes at any time during the school year. In the rare exception that a small group would like to use a classroom, a request will be made to FOT's President or representative with 30 days notice. The Mansion and grounds will be limited to no more than 45 non-School reception/events each year.

- b. WIS will limit its athletic events and non-athletic events and functions as follows:
 - 1) WIS agrees that it will limit its athletic events on the Property to those consistent with typical member schools of Potomac Valley Athletic Conference or a comparable high school league, including the usual and customary playoff games, and the number of non-School events and functions on Exhibit "C".
 - 2) In addition to the foregoing, WIS agrees that it will not schedule or hold more than 53 non-athletic School events during evening hours (after 6 pm). Permitted non-athletic School events include: Back-to-School Nights, International Dinners, musical/drama productions, alumni gatherings, parent association meetings and no more than six dances (including the Senior Prom) involving fifty (50) or more persons.
 - 3) Annually, on or before August 30, WIS agrees to provide FOT and ANC-3C with a calendar of scheduled events and functions for the upcoming School year. WIS will also endeavor to keep a current calendar of events on its website and to provide FOT with permission to provide a link to the website from the FOT website or listserv.
- c. The Arts & Athletics Center and the new buildings shall be adequately insulated to prevent undue noise from disrupting the neighborhood. WIS shall provide to FOT its plans/specifications for the insulation of the new buildings, especially the theatre, and shall give appropriate consideration to the responses of FOT.
- d. All noise-producing events in the Arts & Athletics Center and the Theater shall conclude by 11 pm, and all noise-producing events anywhere on the Property (which in no event shall exceed three (3) per year) shall conclude by 12 am.

5. STORM WATER

- a. WIS shall install a storm water collection system and maintain a constant, operating system to stop or retard the current erosion of the hillside.
- b. WIS will monitor the environmental impact caused by its construction project, mitigating the effects of bulldozing, digging, and fill removal. Tree root damage during construction will be avoided, and changes in drainage from slope alterations, soil penetration and surface cover will be minimal. Temporary facilities such as hay bale dams and plastic interceptor walls shall be installed so that all sediment is captured just below the site.
- c. WIS will maintain the culvert opening that is located on the Property near the

School's Macomb Street entrance. WIS will periodically inspect and, when necessary, maintain the culvert opening to ensure that it is not blocked by sediment, construction materials or standing water.

6. CONSTRUCTION MANAGEMENT PLAN

- a. This Construction Management Plan ("Plan") provides the framework, limits, and enforcement for Washington International School's construction projects. The Parties will request, and use their reasonable best efforts to ensure that, the Plan shall become a condition of any zoning Order that is written pursuant to a special exception granted by the Board of Zoning Adjustment (BZA) for construction of library, theater, classroom addition and parking garage, and other renovations on the school's campus pursuant to BZA Application No. 17312. Unless specifically noted, the following applies to each and every construction project pursuant to BZA Application No. 17312.
- b. Establishment of Neighborhood Construction Liaison Committee: During the construction proposed in BZA Application No. 17312, the Parties shall establish a Neighborhood Construction Liaison Committee ("Liaison Committee" or "Committee"), which shall meet with neighbors and community representatives on a monthly basis to discuss construction activities scheduled for the following month and to review WIS' efforts to resolve any objectionable conditions. The participants in these meetings shall include two representatives from the Washington International School, two representatives from the Friends of Tregaron, two representatives from Advisory Neighborhood Commission 3C and one representative from each of the following groups: Cleveland Park Citizens Association, Woodley Park Community Association, and Cleveland Park Historical Society. In addition to these nine (9) members, the Committee will also include one property owner each from Macomb Street, Klinge Road or Cortland Place, and Woodley Road that are proximate to the School and affected by the construction activity. WIS shall arrange for its construction manager to meet with this Liaison Committee at the Tregaron campus prior to the commencement of construction to discuss construction plans and to use all efforts to resolve construction-related problems which may affect the community.
- c. Meeting Schedule: Committee Meetings shall begin thirty (30) days prior to the start of construction. There shall be at least one meeting each month during construction, unless a majority of the Committee agrees to meet less often. The construction manager will be available to meet with any interested neighbors at the monthly meetings which shall all be held at the Tregaron campus in a location to be provided by WIS. There shall be at least three (3) meetings per year during construction activity to which the communities of Cleveland Park and Woodley Park are invited.

d. Pre-construction: In order to ensure that neighboring properties are protected from damage due to construction activities or hydrology interference, the School shall have an engineer determine the zone of impact for each new building prior to construction. The zone of impact shall be based on the anticipated construction activity, potential hydrology impact, and allowance for unplanned construction activity, such as blasting and pile driving that could impact a determination of the zone of impact. Each property owner shall be informed by the School by certified mail that they are within the zone and offered pre-construction survey, at no cost, to be conducted by the engineer. The School shall send a second certified mailing notice if there is no response to the first mailing. Any owner who does not respond within 30 days of the certified mailing shall be deemed to have been properly notified and to have declined the survey. The surveys shall serve as a baseline against which to measure impacts from the construction on each property within the zone of impact. Each surveyed owner shall be furnished a copy of his/her survey prior to the beginning of construction.

e. Construction:

1) **Communication**: WIS shall designate a representative, who is authorized to address complaints, to be the key contact for members of the community regarding construction activities. This representative shall have a local office, and 24-hour phone, fax and voice mail, and be accessible anytime that construction is occurring. The representative's name and telephone numbers will be mailed to every resident on Macomb Street between Connecticut and 34th Street, and those along Klinge Road, Cortland Place and Woodley Roads within 3 blocks of WIS. Emergency matters shall be handled immediately and non-emergency matters within one business day. The School shall report all complaints that it receives within 24 hours to FOT's President, or a FOT representative designated by FOT's President in her/his absence. The School will be notified of said representative and given his/her contact information.

2) **Work Hours**: Construction work shall only be conducted between 7 a.m. to 5 p.m., Monday through Friday. Work will be allowed on no more than three Saturdays per month and this work shall be conducted between 9 a.m. and 5 p.m. Once buildings are framed in, the construction manager or representative will discuss with Construction Liaison Committee the possibility of working four Saturdays per month. There shall be no work on Sundays or Federal Holidays without the agreement of the Committee.

3) **Parking**: The School shall be responsible for requiring contractors and sub-contractors to provide and require either on-site parking or other non-street parking for all workers or others involved in construction activities. No parking on neighborhood streets shall be allowed. The School shall

also require that contractors and sub-contractors ensure that operators of all construction vehicles are properly licensed and have not had their license revoked from any of the surrounding jurisdictions and that the vehicle owners are properly insured for liabilities that may occur.

4) **Traffic:** During construction, all trucks shall use Klinge Road for the purposes of ingress and egress to the Property. WIS shall require its contractor to use two-way radios, signalmen or other systems to ensure that the one-way system described in Section II.A.2.a above will continue to function for all traffic during construction, except construction vehicles. Construction-related vehicles shall be allowed to access the construction site no earlier than 6:00 a.m. No queuing of trucks shall be allowed on neighborhood streets. Flagmen shall be provided to facilitate traffic and the safe arrival and departure of trucks. Pedestrian movement on the sidewalks surrounding the construction area shall not be impeded unless necessary to ensure safety.

5) **Site Management:** The School shall require that all construction materials and equipment, including construction storage, trailers, and dumpsters, shall be secured on-site in a manner that poses no potential danger to the community. All construction materials, supplies, dumpsters and waste containers shall be located as to be screened from view from Macomb Street during the entirety of the construction period. The School shall *inter alia* lock all motorized equipment and vehicles, stack any building materials (i.e., brick, lumber, etc.), and cover any loose fill such as gravel or sand in accordance with industry standards for safety. If any nighttime lighting is required, only a minimum amount of lighting shall be allowed to provide safety and to comply with any federal and local safety standards. The temporary lighting shall be directed away from all residences.

6) **Trees:** Buffers will be installed to avoid construction activity around any trees. No trees will be cut or removed in order for the construction of the Project (as defined below) to go forward. If any trees are damaged, cut or injured as a result of this construction project, WIS must plant new, large replacement trees.

7) **Cleanliness:** The School shall require daily removal of rubbish, food and drink debris, and construction debris during the normal construction workday and during any other periods of work. All construction workers shall eat and drink on-site or in an eating establishment. The School shall locate portable toilets away from neighborhood and out of sight and service them frequently. Deliveries of equipment or construction materials shall only occur during construction hours. Trucks carrying debris or excavation materials or fill will be covered before exiting the construction site, and they shall be cleaned prior to exiting the site so as to minimize

any dust or dirt on the roadways. Removal and replacement of dumpsters shall occur only during approved construction hours. The School shall require that any streets that surround the construction area and/or serve as construction routes are kept clean of dirt, any trash and debris resulting from construction activities or workers. The School shall develop and implement, as necessary, a rodent control program in cooperation with FOT President or designated representative.

8) Hazardous Materials: If hazardous or toxic materials, including underground storage tanks and asbestos, are identified and need to be abated or removed, the School shall immediately and prior to removal notify the FOT President or designated FOT representative. In addition, the School shall be responsible for notifying any impacted neighbors. Removal shall be conducted in compliance with federal and local Environmental Protection Act standards. If any hazardous or toxic substances are used in conjunction with construction work, the FOT President or designated FOT representative shall be notified. Such substances shall only be used if they can be used safely and in compliance with all applicable federal and D.C. laws.

9) Blasting: Should blasting be required during any construction project, the School shall notify the FOT President or designated FOT representative and neighbors at least 96 hours prior to the blasting. The School shall give at least 24 hours notice (48 hours, if possible) to the FOT President or FOT Representative prior to any pile-driving activities.

B. INSPECTIONS AND ENFORCEMENT

1. Inspections of the School's Tregaron Campus to ensure the School's compliance with these conditions and all other zoning requirements shall be conducted monthly in conjunction with the Liaison Committee's monthly meetings during the construction activities and semi-annually before and after the construction period, or at whatever time FOT believes there is a violation. The inspections that are not done in conjunction with a Liaison Committee meeting shall be done by two or more FOT officers, or members of the FOT board of directors, and two or more WIS representatives at a mutually agreed time.

2. At the end of each School year, WIS shall provide FOT with a list of all School and non-School events and functions held during such year. WIS shall also provide a schedule of summer activities on the Tregaron campus. This list shall also include the number of people attending each event or function. If the attendance number is unclear, the School will use its best judgment to estimate the size. The School will also report the student enrollment and the size of the permanent and temporary staff for the next school year.

3. In the event that WIS collects any revenue from either School or non-School evening events and functions which exceed the number of events and functions permitted by this Agreement, WIS shall donate such revenue to the Friends of Tregaron Foundation, Inc. If the Liaison Committee becomes aware that WIS is violating any conditions of this Agreement, the School shall have 60 days after receipt of notice to resolve the violation(s). If WIS does not resolve the violation during this time period, the School will be subject to penalties set forth in a separate fee schedule established by the Liaison Committee and adopted by a majority vote of the Committee. One of the first tasks for the Liaison Committee will be the establishment of a fee schedule of damages for any violations of this Agreement. All such fees shall be reasonable. Once the construction project is completed, the fee schedule will still be in effect and WIS will be subject to damages for any non-construction related conditions that the School violates (as determined by a majority of the Liaison Committee which will be called to convene on the rare occasion of a proposed violation). The School will be given 60 days after receipt of notice to cure any violation. If the School is incapable of resolving any violation in 60 days through no fault of its own and demonstrates good faith efforts, more time will be extended by the Committee before any damages are imposed.

C. FRIENDS OF TREGARON AND ANC-3C-09 AGREE TO THE FOLLOWING:

1. FOT and ANC-3C-09 shall support the proposed Library/Classroom/Theater building program which is the subject of BZA Application No. 17312 and FOT will, in conjunction with such BZA Application and/or at such time in the future as determined by the School, support an expansion of the soccer field in the location depicted on Exhibit "D", and referred to on occasion in this Agreement as "the Project". FOT's support for the expanded soccer field is conceptual and is subject to its review of detailed plans with respect to retaining walls, landscaping and similar matters.
2. FOT and ANC 3-C-09 shall testify in favor of the WIS Project at the public hearing held by the DC Board of Zoning Adjustment. FOT shall inform the Historic Preservation Review Board (or its staff) and, if requested by WIS, any other government agency involved in the Project of its support therefore.
3. Notwithstanding the foregoing, if FOT has notified WIS of a violation pursuant to Section II.B.3 above, and if WIS has not cured such violation, FOT shall have no continuing obligation to support or recommend the Project.
4. The support by FOT and ANC 3-C-09 for the Project is subject to provisions of this Agreement and any resolution adopted by the full ANC.

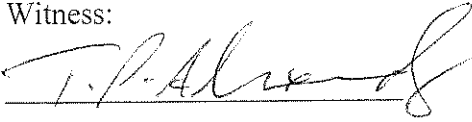
D. WASHINGTON INTERNATIONAL SCHOOL, FRIENDS OF TREGARON AND ANC-3C AGREE TO THE FOLLOWING:


1. The Parties agree to work cooperatively together to implement the purposes and principles of this Agreement. If any Party believes another Party is not acting in a manner which is consistent with the purposes and principles of this Agreement, whether or not a violation has occurred or notice thereof provided, such Party shall immediately notify such Party, and such Party shall use its reasonable efforts to remedy such situation.
2. Each Party agrees to notify the other Parties of the duly authorized contact person/s of such party for the purposes of receiving or providing information, approvals or responses, as required herein or in conjunction with general, ongoing communication between the Parties. As of the time hereof, WIS designates the following contact persons: (a) Richard P. Hall, Head of School (202) 243-1818, and (b) Tom Alexander, Director of Business Operations (202) 243-1811. As of the date hereof, FOT designates the following contact persons: (a) Bonnie LePard, President (202) 362-9595 and (b) John Hoffman, Board Member (202) 686-6654. As of the time hereof, ANC designates the following contact persons (a) Nancy Macwood, ANC-3C Chair, (202) 966-5333 and (b) Meagan Jeronimo, (703) 862-9647. Each Party agrees to promptly notify all other Parties in writing of any change in the contact persons.
3. All exhibits to this Agreement shall be dated and signed by all Parties.
4. Each person executing this Agreement on behalf of a Party represents and warrants that such person has the authority to execute this Agreement and that such Agreement will be binding upon such Party without any further consent or other action.
5. All approvals or consents required of any or all Parties in this agreement shall not be unreasonably withheld, conditioned or delayed.
6. This Agreement shall become effective upon the signatures of all Parties.
7. This Agreement contains the entire agreement of the Parties and no oral or written communications other than as set forth in this Agreement shall be binding upon the parties. This Agreement supercedes an agreement between WIS and FOT dated January 8, 1997 and a predecessor to this Agreement dated April 18, 2005 executed by WIS, FOT and Nancy MacWood as an Advisory Neighborhood Commission single-member commissioner.
8. At the request of any Party, the Parties agree to negotiate in good faith to update or revise the terms of this Agreement, including amendments made in the interim, as necessary and appropriate.

IN WITNESS WHEREOF, the duly authorized representatives of Washington International School, Friends of Tregaron Foundation, Inc., and Advisory Neighborhood Commissioner 3C have set their hands and seals to this Agreement as of the date first above set forth.

WASHINGTON INTERNATIONAL SCHOOL

Witness:

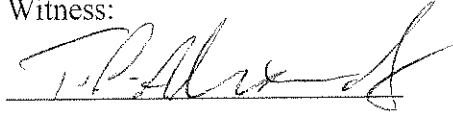



By 
Richard P. Hall, Head
Washington International School

Date: 5/20/05

FRIENDS OF TREGARON

Witness:

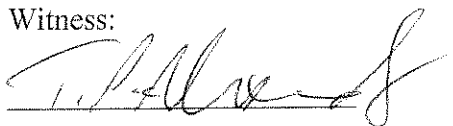


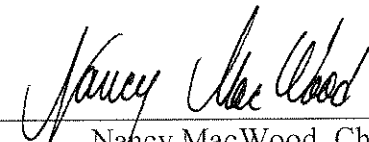
By 
Bonnie LePard, President
Friends of Tregaron Foundation, Inc.

Date May 20, 2005

ADVISORY NEIGHBORHOOD COMMISSION 3C

Witness:



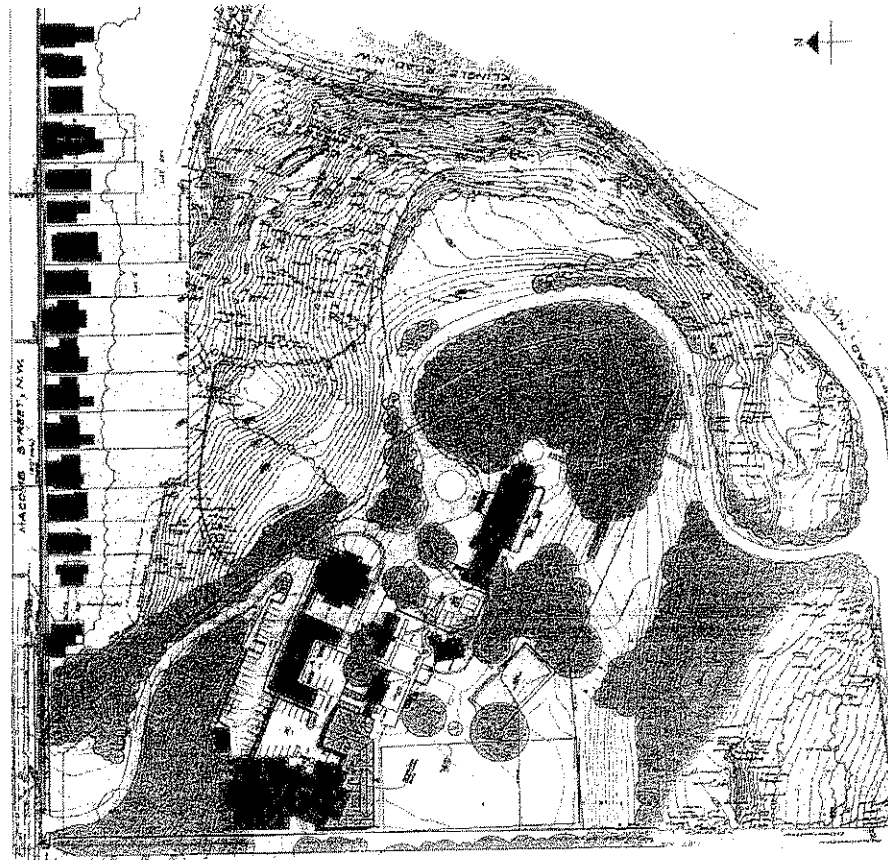

Nancy MacWood, Chair
Advisory Neighborhood Commission 3C

Date 20 May 05

EXHIBIT "A"

[PLAT OF PROPERTY]

EXHIBIT - A



cox graae + spack architects
3/17/05

SITE PLAN - TREGARON

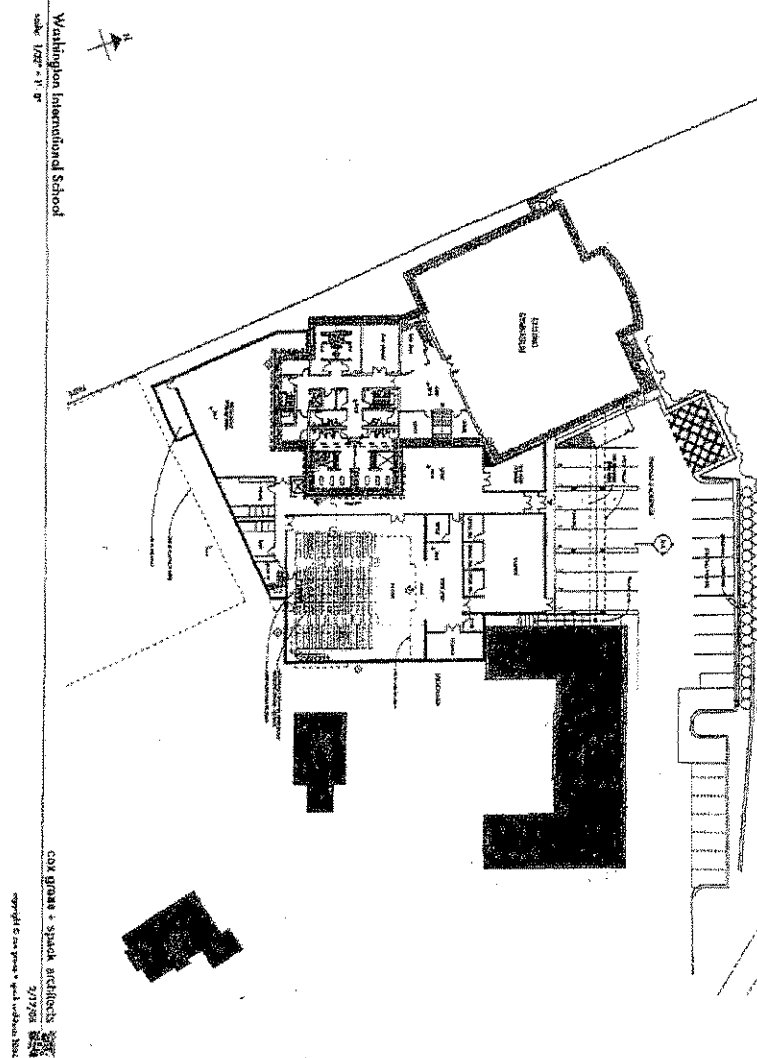
Washington International School
scale: 1" = 120'-0"

A-1

Attest 5/20/05
Kathy D. MacLeod 5/20/05
Benni Leland 5/20/05

EXHIBIT "B"

[SITE PLAN DEPICTING THREE PARKING SPACES FACING MACOMB STREET
BY CROSS-HATCHING]



5/20/05

PHASE

Stanley D. McLeod 5/20/05
Barbara Leland 5/20/05

EXHIBIT "C"

EVENT LIMITS

Summary of Non-WIS Activities at Tregaron During the Year

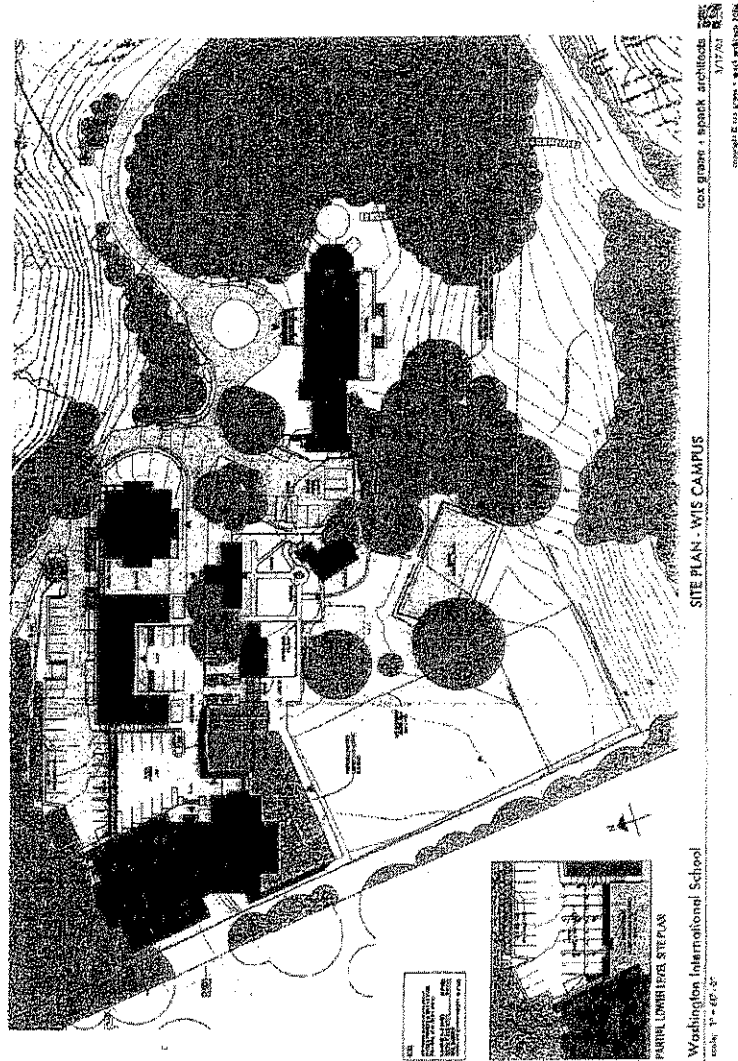
45 Reception Events held in the Mansion per year
Attendance: Averages about 50 cars per event

10 Meeting/Seminar Events held on Campus per year
Attendance: Averages about 25 cars per event

Fanny J. McLeod 5/20/05
Maell 5/20/05
Bonnie LeParl 5/20/05

EXHIBIT "D"

LOCATION OF SOCCER FIELD



Nancy L. MacLeod 7/20/05
N. Hall

5/20/05
Bonnie Leard 5/20/05